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**FENNEMORE CRAIG**

A PROFESSIONAL CORPORATION

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September 21, 2001

**BY HAND DELIVERY**

**T-01051B-01-0747**  
**T-03009A-01-0747**

Docket Control  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

Re: In the Matter of the Application of Qwest Corporation for Approval of a  
LIS Forecasting Amendment to the Interconnection Agreement with  
Brooks Fiber Communications of Tucson, Inc.

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the LIS Forecasting Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Brooks Fiber Communications of Tucson, Inc. ("Brooks").

The Amendment is made in order to amend, modify or supersede the LIS interconnection trunk forecasting provisions of the underlying Agreement. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Brooks on February 6, 1997 in Docket Nos. U-3009-96-478 and E-1051-96-478, Decision No. 60050. Exhibit A to the Amendment is stamped confidential. However, this exhibit does not contain proprietary or confidential information as it is filed here. This exhibit will contain the confidential and proprietary information of Brooks Fiber once it is filled out. It will be used solely by Qwest internally for network planning purposes. Enclosed is a service list for these dockets.

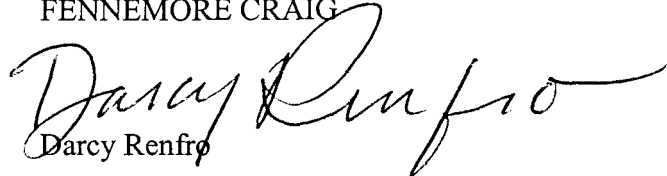
Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

# FENNEMORE CRAIG

Docket Control  
September 21, 2001  
Page 2

Sincerely,

FENNEMORE CRAIG



Darcy Renfro

Enclosures

cc: Michael A. Beach, MCI WorldCom  
Steve Olea, Acting Director, ACC Utilities Division  
Chris Kempley, Chief Counsel, ACC Legal Division

PHX/1226428.1/67817.179

1 SERVICE LIST FOR: Qwest Corporation  
Docket Nos. U-3009-96-478 and E-1051-96-478

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8 Mr. Christopher C. Kempley  
9 Chief Counsel  
Arizona Corporation Commission  
10 1200 West Washington  
Phoenix, Arizona 85007

11 Mr. Steve Olea  
12 Acting Director, Utilities Division  
Arizona Corporation Commission  
13 1200 West Washington  
Phoenix, Arizona 85007

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**Amendment to the Interconnection Agreement  
Between  
Brooks Fiber Communications of Tucson, Inc.  
and  
Qwest Corporation  
f.k.a. U S WEST Communications, Inc.  
Arizona**

This Amendment to the Interconnection Agreement ("Amendment") is made and entered into by and between Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest") and Brooks Fiber Communications of Tucson, Inc. ("Brooks"). Qwest and Brooks may be referred to collectively as the "Parties."

**Recitals**

WHEREAS, Brooks and Qwest entered into an interconnection agreement for service in the state of Arizona that was executed by both Parties on January 20, 1997 and approved by the Arizona Corporation Commission ("Commission") on February 6, 1997 (the "Agreement"); and

WHEREAS, the Agreement contains certain terms and conditions addressing Brooks' obligation to provide Qwest with forecasts for LIS interconnection trunks; and

WHEREAS, the Parties wish to amend, modify and supersede the LIS interconnection trunk forecasting provisions of the Agreement that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties; and

WHEREAS, the Parties mutually seek to further modify and clarify the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms.**

The Parties agree that the terms contained in this Amendment will act to amend, modify and supersede the applicable terms regarding the provision of LIS trunk forecasts by Brooks to Qwest currently contained in the Agreement. The terms contained in this Amendment may be incorporated into and become a part of any future interconnection agreement between the Parties whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) of the Telecommunications Act. Any inconsistencies between the provisions of this

Amendment and other provisions of the Agreement or future interconnection agreements described above will be governed by the terms of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

1. Section VI, Subsection I, Interconnection Forecasting, is amended as follows:

The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other two (2) times a year. The semi-annual forecasts shall include forecasted requirements for each trunk group identified in Exhibit A of this Amendment.

2. Section VI, Subsection I, Interconnection Forecasting, is amended to add the following new section entitled Forecast Format:

The form of forecast Brooks currently uses is attached hereto and made a part hereof as Exhibit A, provided, however, Brooks may, at its sole option, choose the form and format to submit its required forecast. It will be Qwest's responsibility to translate the submitted forecast data into the format Qwest requires. Qwest shall not require Brooks to use Qwest's manual form, mechanized system, or otherwise impose restrictions upon the form and format of Brooks' forecast submittal. Brooks will not revise its form and format more often than once per year except upon mutual agreement of the Parties.

3. Section VI, Subsection I, Interconnection Forecasting, is amended to add the following new section entitled Forecast Updates:

Brooks, at its sole option, may update forecast data between semi-annual forecasts by submitting a supplemental forecast for trunk utilization in the format it chooses. Qwest will incorporate such forecast supplement into the applicable semi-annual forecast to augment and plan for future trunk utilization.

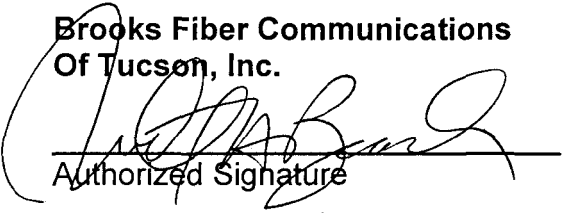
#### **Additional Terms and Conditions**

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be deemed effective upon approval of the Commission. Neither Party may seek a stay of the state Commission's approval of this Amendment or in any way seek to delay, postpone or interfere with the state Commission's approval of this Amendment as long as there are no changes imposed by the Commission in the Amendment as filed by the Parties, and the Parties will cooperate in the effort to obtain such state Commission approval.

5. Except as amended, modified or superseded herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment may be executed in counterparts. Each counterpart will be considered an original and such counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be legally bound, have executed this Amendment as of the dates set forth below.

**Brooks Fiber Communications  
Of Tucson, Inc.**

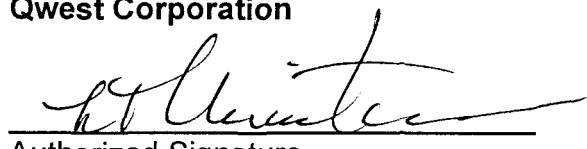
  
Authorized Signature

MICHAEL A. BERCH  
Name Printed/Typed

VICE PRESIDENT  
Title

AUGUST 30, 2001  
Date

**Qwest Corporation**

  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

9/5/01  
Date

**Exhibit A**  
**WORLD.COM TRUNK FORECAST**  
**WORLD.COM PRIVILEGED AND CONFIDENTIAL**

CLLI Code:

Switch Address:

Prepared by:

**In Service Date:**

**mail Address:**

Telephone No:

Point Code:

OCN / AECN:

Date Prepared:

V &amp; H Coord:

[illegible]

1 SERVICE LIST FOR: Qwest Corporation  
Docket No. U-3009-96-478 and E-1051-96-478  
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13 Ms. Deborah R. Scott  
Director, Utilities Division  
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